

2006-2009

Agreement Between

**Barstow Education Association
and
Barstow Unified School District**

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Article I - Agreement

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Barstow Unified School District ("District"), and the Barstow Education Association/CTA/NEA, ("Association"), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
3. This Agreement shall remain in full force and effect up to and including June 30, 2009, with re-openers on salary, calendar, and health and welfare benefits during the intervening years. Said agreement shall continue in full force and effect from year-to-year until such time as a new or modified Agreement is reached by the parties.
4. This Agreement was made and entered into on November 7, 2006; Board approved December 12, 2006; retroactive to July 1, 2006.

Article II - Recognition

The District recognizes the Association as the exclusive representative of all certificated employees, excluding the following: Adult Education and ROP teachers, retired teachers returning to part-time or full-time employment, short-term at-will employees, daily substitutes, home instruction teachers. Also excluded are: psychologists, management, and supervisory and confidential employees, including superintendent, assistant superintendents, directors, coordinators, half-time and full-time principals, and full-time assistant principals.

Article III - District Rights

1. It is understood and agreed that the District retains all its powers and authority to assign, direct, organize and manage to the full extent of the law. This includes but is not limited to the following District Rights:
 - a. determine its organization;
 - b. determine the kinds and levels of services to be provided and the methods and means of providing them;
 - c. establish its educational policies, goals and objectives;
 - d. insure the rights and educational opportunities of students;
 - e. maintain the efficiency of District operations;
 - f. establish budget procedures and determine the method of raising revenue;

- g. to take any action on matters in the event of an emergency;
 - h. to evaluate its programs and personnel.
2. The exercise of the District powers, (including the foregoing enumerated) rights, authority, duties and responsibilities of the District shall be limited only by the terms of this Agreement.

Article IV - Non Discrimination

- 1. It shall be unlawful for the Association and the District to discriminate with respect to the implementation of this agreement against any bargaining unit member on the basis of race, color, religious creed, sex, or sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age as interpreted in State and Federal law; membership or non-membership in an employee organization; participation or non-participation in the lawful activities of an employee organization.
- 2. This article shall not be subject to grievance procedures.

Article V - Definitions

- 1. "Bargaining unit member" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 2. "Days" mean workdays agreed to in the annual negotiated calendar during which bargaining unit members are required to be in attendance.

Article VI - Association Rights

- 1. The Association and its designated representatives shall have the right to make use of school facilities at reasonable hours for Association business when it does not interfere with the educational process. Use of Facilities Request Form must be on file as required.
- 2. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by certificated personnel. The Association may use the District mail service and certificated personnel mailboxes for communications to unit members. At the time of distribution, the Association shall furnish the Superintendent or his designee a copy.
- 3. The Association will exclusively receive time-off from duties for the processing of grievances past Level I of the grievance procedure, Article X herein, for unit members who are designated as association representatives, subject to the following conditions:
 - a. By no later than 10 days (assuming elections are held) following the ratification of this agreement the Association will designate in writing, to the Superintendent, employees who are to receive the time-off and update annually following BEA elections;

- b. Twenty-four hours prior to release from duties for grievance processing, the designated representative informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary.
- 4. The Association will be allowed to participate in administrative interviews and selection.
- 5. The Association may maintain an account with the District duplicating services and be charged the standard rate for copies and materials.

Article VII - Negotiation Procedures

- 1. By March 15 of the calendar year in which this agreement expires, either party upon written request shall meet and negotiate in good faith with regard to negotiable items providing that the requirement of Government Code 3547 is initiated.
- 2. "Meeting and negotiating" means meeting, conferring, negotiating and discussing by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation.
- 3. Either party may discharge their respective duties required by this Agreement by means of authorized representatives, and may utilize the services of outside consultants.
- 4. Negotiations shall take place at mutually agreeable times and places during the regular workday unless mutually agreed upon. Meetings shall be held within five days after receipt of a written request. The Association shall designate five (5) members to attend these meetings. The Interest-based Bargaining (IBB) style will be used for the negotiation process.
- 5. Not later than October 15, the District shall furnish the Association with the names and salaries of personnel as of October 1.

Article VIII - Maintenance of Standards

The District agrees not to reduce or eliminate any specific bargaining unit member benefit under this Agreement without first affording the Association an opportunity to meet and negotiate with respect to such reduction or elimination.

Article IX - Organizational Security - Agency Fee

Agency fee is a provision that requires all unit members to belong to the Association or pay a fee equal to dues for the costs of representation. Certain objectors are exempted and in such cases pay an equal amount of cash to a charity. Education Code Sections 45060 and 45061 provide for automatic payroll deduction.

1. Any unit member who is not a member of the association, or who does not make application for membership within thirty (30) days from the date of commencement of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association through a lump sum or authorized payroll deduction.
2. Any unit member who is a member of a religious body whose traditional tenets and teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. Such unit member shall pay in lieu of a service fee sums equal to such service fee to one of the following nonreligious, non-labor organization charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:
 - 2.1 Foundation to Assist California Teachers
 - 2.2 Hailey House
 - 2.3 Boys' and Girls' Club of Barstow
 - 2.4 Mojave Valley United Way
3. To receive a religious exemption, the unit member must submit a written statement establishing the basis for the religious exemption to the Association. If accepted, the unit member shall make the payment to an appropriate charity as described above; e.g., as listed in IX:2.
4. Proof of payment shall be made on an annual basis to the Association and Employer as a condition of continued exemption from the payment of agency fee. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
5. With respect to all sums deducted by the District pursuant to authorization by the employee for membership dues, the District accepts the responsibility for remitting such monies to the Association Treasurer, accompanied by an alphabetical list of employees for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
6. The Association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.
7. The Association, CTA and/or NEA agree to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this article.

Article X - Grievance Procedure

1. Definitions:

- a. A grievance is an allegation by a unit member and/or the Association that a Unit Member has been adversely affected by a violation or misapplication of a specific provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the Rules and Regulations or Administrative Regulations and Procedures must be undertaken under separate legal process.
- b. A "day" is a day in which the central administrative office of the District is open for business.
- c. The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

2. Informal Level:

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

3. Formal Level:

Representation: It is understood that the grievant may have a representative of the Association present at any level of the grievance.

Level 1: Within thirty (30) days of the occurrence of the act or omission giving rise to the grievance or within ten (10) days of the informal conference, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

The time limitations in this Article shall be considered maximums unless extended by written mutual agreement. Failure of grievant to adhere to the time limitations stated in this Article shall constitute a waiver of the grievant's right to appeal to the next level.

The Supervisor shall communicate a decision to the Unit Member in writing within ten (10) days after receiving the written grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.

Level II: In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the Superintendent or Superintendent's designee within ten (10) days. This statement should include a copy of the original grievance.

The Superintendent or the Superintendent's designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or Superintendent's designee may request a personal conference within the above time limits. If the Superintendent or Superintendent's designee does not respond within the time limits, the grievant may appeal to the next level.

Level III. If not satisfied with the decision at Level II, the grievant may within five (5) days submit a request in writing to the Association for arbitration of the dispute. The Association may submit

the grievance to arbitration. The Association shall notify the superintendent in writing within ten (10) days after receipt of the request from the grievant that the grievance has been submitted to arbitration.

The Association and the District shall attempt to agree upon an arbitrator to hear the dispute. If no agreement can be reached, a joint request shall be made to the State Conciliation Service to supply a panel of five (5) names of experienced Arbitrators. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and The Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, conduct a hearing to receive the evidence and render a written decision within 30 days on the issue or issues submitted to him. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. The decision of the arbitrator shall be binding on the parties.

4. No Reprisals: No reprisals shall be invoked against any Unit Member as a result of initiating or processing a formal grievance. Documents pertaining to this grievance procedure as specified within the levels shall not be placed in any personnel file of that grievant.

Article XI - Payroll Deductions

1. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee. Authorization for such deduction shall remain in effect from year to year unless revoked in writing between June 1 and September 1 of any year on the form subject to the following conditions:
 - a. Such deduction shall be made only upon submission of the above referenced authorization to the designated representative of the District duly completed and executed by the employee and the Association.
 - b. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
2. The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees. Membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and By-laws.
3. Accompanying all deductions paid to the Association shall be an alphabetical list of teachers for whom such deductions have been made.
4. Upon appropriate written authorization from any bargaining unit member, the District shall deduct from his/her salary and make appropriate remittance for annuities, credit union, savings bonds,

charitable donations, or any other new plans or programs jointly approved by the Association and District.

Article XII - Public Charges

1. Complaints received by District Office Personnel or Governing Board members from a parent or citizen about bargaining unit members shall be referred to the site administrator. The administrator shall determine and follow the District Board Complaint Policy relevant to the issue.
2. The administrator will work with the unit member to resolve any complaint at the informal level as much as possible.
3. Complaint policies in Board Policy include: BP 4144: Complaints; BP 1312.1: Complaints Concerning District Employees; and BP 4030 and AR 4031: Complaints Concerning Discrimination in Employment.
4. Charges referred to in this Article shall not be subject to the grievance procedure in Article X.

Article XIII - Payment for Extra-Curricular Duties

1. Extra-Curricular duties are duties for which the Board has approved the teacher to be paid according to the mutually agreed Certificated Extra Duty Salary Schedule in Appendix A.
2. Extra-Curricular duties are in addition to the bargaining unit member's regular assignment. Participation in the extra-curricular program shall be voluntary. Extra-curricular duties are classified as temporary/limited term assignments. Extra-curricular positions listed in Appendix A shall be posted and filled on an annual basis. All Extra-Curricular positions shall be opened to qualified unit members on site before they are opened to qualified unit members off site. In the event no qualified certificated bargaining unit member applies, the position will be opened to qualified people outside the unit.
3. Applicants will interview with the principal or his/her designee(s). Consideration will be given to current candidates who have received satisfactory Extra-Duty evaluations. The principal will recommend the candidate for appointment to the Superintendent for Board approval.

BEA and BUSD agree to the following established hourly rates for certificated staff effective October 13, 2004:

- a. GATE Coordinator: \$20 per hour or \$750 annual stipend to be determined by the site.
- b. School Lead Teacher: \$20 per hour or \$750 annual stipend to be determined by the site.
- c. Home Parent Conferencing: \$20 per hour (Note - Home parent conference hours are to be categorically funded as supported by the school site plan and are to be performed outside the contractual work day. Prior approval of site administrator is required.)

Article XIV - Staff Working Hours

1. The school year shall be 185 workdays of which at least 180 shall be instructional days. Two (2) workdays will be non-teaching days as follows: one day will be scheduled the work day prior to the start of school and the other immediately following the end of the first trimester/semester. These two (2) days will be exclusively utilized by the teachers for instructional planning and preparation of classrooms. No school/district meetings shall be scheduled on these days. Teachers may individually select to use the second workday for completion of semester grades, report cards, ILPs, IEPs, and other parent conferencing as needed. The remaining days are to be used at District's discretion.
2. Teachers: The length of the teacher workday, excluding a thirty (30) minute duty-free lunch, shall be 6-1/2 hours. After consultation between the site administrator and bargaining unit member staff, the beginning and ending time of the workday will be determined by the administration. This time frame will conform to the student day as determined by Board policy.

Unit members will attend a maximum of two (2) general staff meetings per month. Staff meetings will be limited to forty-five (45) minutes, unless the staff agrees to proceed for a longer period of time. Professional responsibilities for every certificated employee will include Back to School Night and Parent-Teacher Conferences.

Administration will schedule departmental, grade level and other small group meetings within the workday. Administration will be able to schedule conferences as needed beyond the workday (when prep period not available) with 24-hour notice. Bargaining unit members' prior commitments must be considered. Conferences are understood as non-emergency situations, such as:

- a. Administrator/Teacher meetings
- b. IEPs/SSTs/ILPs
- c. Parent/Teacher meetings

The purpose of the elementary minimum day is for district, school and grade level articulation and planning. At least one minimum day or the equivalent will be allotted monthly for individual teacher planning time in blocks of no less than one-half the available time.

1. A bargaining unit member shall be entitled to at least one (1) thirty (30) minute duty free lunch period daily, except in case of emergency which affects the health and safety of a student.
2. Bargaining unit members shall be responsible for supervising a maximum of three (3) assigned non-teaching activities per semester outside of the regular workday. Assignments will be based on an equal distribution of total hours of supervision time. The total hours of assigned supervision will vary according to grade level (elementary, middle, high school).
3. Any unit member employed in the Intermediate School, Junior High School or Senior High School and who is assigned to substitute shall receive a flat fee of \$25.00 per period. Prior to assignment, the administration will make every effort to obtain an outside substitute or volunteer bargaining unit member. Failing this, unit members will be assigned by roster on a rotating basis taking into account extenuating circumstances. Last to be used will be service personnel and Teacher(s) on Assignment.

In the event no substitute teachers are available, elementary teachers assigned students from classes where the regular teacher is absent will be paid a flat fee of \$120.00 per day, prorated for the number

of students they are assigned and for the number of minutes/hours they supervise the students. Last to be used will be service personnel and Teacher(s) on Assignment.

4. Service Staff Day (Counselor, School Nurse, Speech Therapist, Library/Media Facilitator): The workday for the service staff shall be seven (7) hours, excluding lunch. The school year for School Nurse will be 185 days, Counselors will be 195 days, Speech Therapists will be 197 days, and the Library/Media Facilitator will be 218 days.
5. Bargaining unit members shall be permitted to leave school on Fridays prior to the adopted holidays at the end of the regular student day. When events such as Back-to-School Night and Parent Conferences are held in the evening on minimum days, bargaining unit members are permitted to leave at the end of the student day. On other minimum days, bargaining unit members are required to fulfill their regular workday. For schools which have "early release" minimum days on days prior to holidays, teachers may leave the site 30 minutes prior to the end of their regular 6.5 hour workday.
6. Teachers will be required to attend one full 6.5 hour non-student day for parent conferences. On a minimum day teachers will be allowed to leave campus at the end of the student day to return for an evening conference, not to exceed a total 6.5 hour workday. All Parent Conferences will end at 8 p.m.

"HOUSE" teachers will be required to conduct one parent meeting per quarter in lieu of the above.

For the 2006-07 conference schedule, site discretion may be used in determining times for parent conferences and the work day for K-12 teaches on November 22, 2006 (non-student attendance day). Teachers are to work either the usual work schedule or an afternoon/evening schedule, i.e. 1:30 - 8:00 p.m. Teachers will be allowed an opportunity to vote and give input in the decision.

7. The District and Association mutually agree that bargaining unit members may volunteer their services at their discretion.
8. Preparation period shall only be provided for sixth through twelfth grade full-time teachers. Bargaining unit members are required to remain on campus during their preparation period.
9. First and third quarter grades are due two (2) working days after the end of the grading period (i.e. grading period ends on Friday, grades due following Wednesday). First and second trimester grades are due a minimum of five (5) working days from the end of the trimester.

Article XV - Summer School

1. Voluntary applications for summer school vacancies shall be accepted prior to March 1.
2. Summer school assignments shall be made no later than June 1, except in extenuating circumstances.
3. Notification of assignment to summer school shall be in writing and shall include the location of the assignment and the subject to be taught on an as needed basis.

4. Certificated employees may volunteer for a summer school assignment on an as needed basis.
5. Summer school assignments will be a site-based decision for each school site. If more teachers apply for an assignment than needed at the specific site, assignments shall be based on the following ordered criteria:
 - a. Appropriate credential for assignment,
 - b. Teaching experience in subject area,
 - c. All assignments shall be based on the needs of the summer school and District,
 - d. Priority will be given to employees who were under contract the previous year.

Article XVI - Leaves

1.
 - a. Definition: "Immediate Family" means the father, mother, father-in-law, mother-in-law, step-father, step-mother, brother, brother-in-law, sister, sister-in-law, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, grandmother or grandfather of the employee, the grandmother or grandfather of the spouse, or any relative or person living in the immediate household of the employee.
 - b. Leave Verification: The District may require a unit member to submit a physician's statement, personal affidavit or other such documentation, on District prescribed forms, as verification for the legitimacy of any request for paid leave. Verification under this section may be required when the District has reasonable grounds to question the validity of any request for paid leave. Any unit member required to submit to a doctor's certificate under this section shall be reimbursed by the District for the reasonable cost of such certification, provided that it is subsequently determined the unit member's application for sick leave was proper and legitimate under the circumstances.
2. Personal Illness and Injury Leave:
 - a. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
 - b. After all earned and accumulated leave as set forth in a. above is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months. A five-month differential period is allowed one time only for the same illness or injury. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. (See Appendix A for substitute teacher salary schedule.) A unit member who applies for disability retirement may elect to utilize their accrued sick leave. When their accrued sick leave is exhausted, they will then be placed on five-month differential pay.

- c. Unused sick leave shall accrue from school year to school year.
- d. If an illness or injury exceeds three (3) consecutive days, the District may require a unit member to visit a medical doctor at District expense or to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If the report concludes that the absence is not due to personal illness or injury or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. If requested by the District management, a unit member shall not return to work until he submits a medical doctor's authorization to return to work. When an employee is on long-term illness, he shall not be gainfully employed by another entity, including self-employment.
- e. Whenever possible, a unit member must contact his immediate supervisor as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay. Whenever possible, substitutes will be provided for employees who become ill on the job.
- f. A unit member shall be placed on leave without pay if the employee fails to notify the District by the end of the student day of the employee's intention to return the following school day.
- g. Each unit member shall be notified of the accumulated leave by no later than the end of each school year.

3. Maternity Leave

The District shall provide for leave of absence from duty for any female certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities, verified by a physician, caused by pregnancy, miscarriage, childbirth and recovery therefrom, are temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with the employment by the school district.

4. Industrial Accident and Illness Leave

- a. A bargaining unit member shall be entitled to sixty (60) days of industrial accident or illness leave.
- b. The deduction from the employee's sick leave account will be proportionate to the amount the district adds to make up the difference between his disability indemnity check and his full salary.

- c. A bargaining unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time a physician appointed by the District authorized his return to work.
- d. Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the provisions of the Self Insurance for Public Employees (S.I.P.E.)
- e. The unit member is responsible to report the accident at the end of the school day and must present a physician's statement of the cause to the Business Office within three (3) days.
- f. After the unit member utilizes the sixty (60) days the District shall deduct a prorated amount from the accumulated sick leave of a teacher who is absent as a result of an industrial accident or illness.

5. Personal Necessity Leave:

A unit member may use up to seven (7) days of paid sick leave during each school year for personal necessity. Personal Necessity Leave is to be used for the following only:

- a. Death or serious illness of a member of the unit member's immediate family.
- b. A serious accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family.

The unit member is to make every effort to comply with District procedures for securing a substitute and obtaining approval from their immediate supervisor.

6. Bereavement Leave: A bargaining unit member shall be entitled to five (5) days of paid leave of absence on account of the death of any member of immediate family. This leave shall not be deducted from sick leave.

7. Jury Leave:

- a. An employee is required to submit to the district proof of their selection and time served as a juror, signed by the court clerk. A unit member who is summoned for regularly called jury duty shall be paid up to the amount of the difference between the employee's regular earnings and any amount he receives as juror's fees. A unit member who is called but not selected as a juror shall immediately return to work (locally).
- b. Certificated employees who receive notice to appear for jury duty during teaching days may postpone jury duty to non-teaching days (i.e. summer) and will be compensated at the rate of \$75 for each such day. The employee would attach a copy of the original jury duty notice and signed official court validation for each day of jury duty served to the Certificated Jury Duty Postponement Form.

8. In-Service Leave: A unit member may request in writing on the appropriate district inservice form a paid leave for the purpose of improving his performance. Such request is subject to approval of the site administrator, Assistant Superintendent of Educational Services and the Board of Trustees.

9. Personal Business Leave:

- a. A unit member shall be entitled to two (2) days of paid personal business leave per school year for personal or family matters. It is understood that three days of sick leave may also be used for additional personal business days. No more than 3 consecutive days can be used for personal business without administrative approval. Prior to taking personal business leave the teacher shall notify his immediate supervisor in writing at least 24 hours in advance. Unused personal business leave shall be accumulated as sick leave days. Personal Business Leave is subject to the following condition:
- b. A bargaining unit member shall not use Personal Business Leave, or any other authorized leave of absence which would interfere with or disrupt the normal educational activities of the school district. This leave will not be available for the extension of a holiday or vacation period, for recreational activities or for purposes of supplementary income, or for matters which can be taken care of outside the work hours.

11. Association Leave:

The District shall grant a total of twelve (12) days to be utilized by the Association to attend workshops and conferences. Absences from work shall be requested by regular procedures not less than seven (7) days prior to departure, whenever possible. Days granted the Association under the regulations are not accruable from year to year. The Association president shall notify the immediate supervisor as soon as possible in advance and indicate which authorized representative will be using the leave.

12. Leaves Without Pay:

- a. Health/Child Rearing: The District may grant a bargaining unit member, upon request, an unpaid leave for health or child rearing reasons. Such leave shall be for a minimum of one semester and a maximum of one school year.
- b. Study Leaves: The District may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be subject to Board approval for a minimum of one school year. A teacher shall apply to the District for such leave no later than one semester before its anticipated commencement.
- c. Legislative Leave: A permanent bargaining unit member who is elected to the State Legislature shall be considered on an unpaid leave of absence for the length of his term or terms in office. (1) The unit member on such leave shall notify the District of his intended return at least one semester in advance. (2) The unit member on such leave shall be entitled to return to employment at the end of the leave.

- d. Family Care and Medical Leave: any full-time employee who has served the District for more than one (1) continuous year shall be eligible to take unpaid Family Care and Medical Leave. Leave for up to twelve (12) workweeks shall be granted for any of the following reasons:
 - (1) Because of the birth of a child of the employee;
 - (2) Because of the placement of a child with the employee for the employee’s adoption or foster care of the child;
 - (3) In order to care for an employee’s child, parent or spouse, who has a serious health condition;
 - (4) Because of the employee’s own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

An employee’s family care and medical leave shall not exceed twelve (12) workweeks during any twelve-month period. This twelve-month period shall begin July 1 and end on the subsequent June 30. Refer to the Governing Board policy for specific provisions of the Family Care and Medical Leave.

- 13. Catastrophic Leave: Catastrophic Leave is available for employees as per the Governing Board Policy regarding Catastrophic Leave.
- 14. Miscellaneous: Unless otherwise provided in this article, a bargaining unit member on a paid or unpaid leave of absence shall be entitled to return to the comparable position which he held immediately before commencement of the leave.
 - a. The District may approve an extension of bargaining unit member's Health or Study Leave for a maximum of one year; provided, however, that at the end of the extension such member shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment.
 - b. Any bargaining unit member who seeks an extension of Health or Study Leave shall make application no later than four (4) weeks preceding the expiration of the original leave.

Article XVII - Class Size

- 1. The following average district-wide class sizes shall be maintained:

Kindergarten	33
Grades 1 - 3	30
Grades 4 - 12	33
- 2. In addition, the above listed class sizes are subject to modification for purposes such as, but not limited to, adherence to State/Federal programs, avoidance of split-grade classes or low enrollment

classes, large group or experimental instruction, team teaching limitation because of distribution of pupils by attendance areas or changes in enrollment.

Article XVIII - Transfers/Reassignments

1. Definitions

- a. Classification: Bargaining unit member classifications include teacher, counselor, speech therapist, teacher-on-assignment, etc.
- b. Vacancy: Any bargaining unit position which is unfilled due to the establishment by new bargaining unit positions or by a unit member who leaves the position by promotion, retirement or termination and is to be filled by the District..
- c. Transfer: A movement of bargaining unit member from a school site, or facility, or work location to another.
- d. Voluntary Transfer: A transfer initiated at the request of a bargaining unit member.
- e. Involuntary Transfer: A transfer initiated by the District.
- f. Reassignment: A change in grade level, a change in subject matter, or a change in courses as part of or the entirety of the teaching assignment, at present site.

2. Vacancies: Shall be posted by the District at all work locations for not less than five (5) working days prior to being filled by the District. When vacancies occur after the beginning of the academic school year in a teacher's classroom, the position need not be advertised for transfer, but may be filled with a new-hire on a temporary basis. The position would then be posted for transfer opportunity for the following school year during the transfer posting time between March and April.

3. Voluntary Transfers: Requests for voluntary transfers to fill a specific vacancy shall be made on a "Request for Transfer" form signed by the unit member requesting the transfer. Signature of the immediate supervisor is optional. Completed forms must be filed with the Personnel Services Office.

- a. Requests for voluntary transfers to take effect at the beginning of the next school year shall be made no later than August 1 of the school year preceding the effective date of the transfer, unless a vacancy occurs between August 1 and the beginning of the school year.
- b. The District shall notify successful applicants for voluntary transfers to take effect during the school year at least two (2) workdays prior to the effective date of the transfer unless the applicant and District mutually agree to other arrangements. The District shall provide assistance in moving a unit member's materials.
- c. All requests for voluntary transfers shall be considered on the basis of the following non-ordered criteria:
 - (1) authorized credential, major/minor field of study
 - (2) teacher experience in subject area or grade level
 - (3) Needs of the school or District
 - (4) Applicant interview

- d. Requests for voluntary transfers shall be given priority consideration except in such cases where the filling of a position with a voluntary transfer applicant would necessarily result in the layoff of another bargaining unit member, in which case the unit member to be laid off shall be given priority consideration.
- e. If the District denies a unit member's request for a voluntary transfer, it shall provide the unit member with the specific reasons for the denial. Upon the unit member's request, such reasons shall be reduced to written form.

4. Involuntary Transfer:

To maintain curricular integrity and campus stability, a bargaining unit member may be involuntarily transferred by District Management whenever such transfer is in the best educational and/or operational interest of the District as defined by the management of the District.

- a. A unit member being involuntarily transferred shall be given five (5) workdays notice, one of which the unit member shall be released from classroom duties. Upon request, a written reason for the transfer will be provided for the unit member. The District shall provide assistance in moving a unit member's materials. The transferred unit member may assume the position with less than five days notice upon the agreement of the teacher and the site principal.
- b. A unit member being involuntarily transferred shall be allowed to indicate their preferences for any vacancy for which he/she is qualified. Consultation with involved bargaining unit members will take place prior to transfer.
- c. An involuntary transfer shall not result in the loss of compensation on the salary schedule, seniority or any fringe benefits to the transferred bargaining unit member.
- d. Involuntary transfers shall be considered on the following non-ordered criteria:
 - (1) credential authorization
 - (2) major or minor field of study
 - (3) experience in subject area or grade level
 - (4) District-wide seniority
- e. Involuntary transfers shall not be for punitive reasons, but to intervene to remedy a situation negatively impacting the school or education program. Reasons for the transfer will be provided to the bargaining unit member in writing.

5. Reassignment:

- a. Teachers may apply for reassignment for the following school year on the Assignment Request form provided during January/February of each school year.
- b. Reassignments within school sites will be determined by the site administrator prior to advertising of District vacancies between March and April. Reassignments may occur because of increases/decreases in student population, opening and closing of schools, to implement

efficient use of facilities, or to accomplish appropriate educational purposes. Consultation with involved bargaining unit members will take place prior to transfer.

- c. A site administrator may reassign personnel within their school site in order to accommodate the needs of the school/district based upon the following non-ordered criteria:
 - (1) credential authorization
 - (2) major or minor field of study
 - (3) experience in subject area or grade level
 - (4) District-wide seniority
6. Transfer Policy is subject to binding arbitration.

Article XIX - Curriculum and Instruction

The District recognizes the right for the Association to consult with the Board's designee in regards to matters relating to educational objectives, context of courses and curriculum and selection of textbooks.

Article XX - Certificated Employee Evaluations

Prior to receiving a rating of “partially meets standard” or “unsatisfactory” on the final evaluation in any standard or standard category, a focus plan will be developed using the district adopted Focus Plan and Follow-up Focus Plan forms. This focus plan is developed in cooperation with the employee and includes, but not limited to the following:

- Identified elements needing improvement
- Specific plan for improvement
- Additional resources to implement plan
- Techniques to measure improvement
- Time schedule to monitor progress

- 1. The District management shall evaluate all permanent bargaining unit members at least once every two (2) years and all probationary bargaining unit members at least annually.

Permanent employees who have been employed by the District for at least ten years, are highly qualified, and whose previous evaluation met all standards may be evaluated at least once every five years.

For purposes of determining the time line of 5 years related to the evaluation of permanent certificated employees under Ed. Code Section 44664, BEA and BUSD agree that the intervening 5 years will be factored by academic year from the year of the last evaluation. For example, if an employee was evaluated in academic year 02-03, then the employee would be scheduled for evaluation in 07-08 and so forth.

- 2. The evaluator shall be the unit member's immediate supervisor and/or any other management or supervisory employee who is so designated by the District management and agreed upon by unit member.

3. The designated evaluator and the unit member scheduled to be evaluated will meet to determine the evaluation process for the year no later than October 1. This meeting will focus on:
 - a. The selection of the two in-depth standards domains, one selected by the evaluatee and the other by the administrator.
 - b. The strategies to be used by the administrator for evaluation would include:
 - ▶ a review of the teaching standards
 - ▶ expected frequency of walk-through
 - ▶ the desired lesson observation format
 - ▶ a tentative schedule of collaborative discussion opportunities regarding the evaluatee’s progress toward meeting these standards
 - c. a tentative date for an end-of-the-year evaluation conference
 - d. a discussion of the types of support available for the evaluatee, i.e., peer mentoring, pre-intern coaches, PAR consultants, staff development opportunities, resource materials, professional literature, networking, etc.

4. Each of the six California Standards for the Teaching Profession –enhanced to meet district needs (see California Standards in APPENDIX D)—will be evaluated using a code of ‘M’ (meets standard), ‘P’ (partially meets standard), and ‘U’ (unsatisfactory). The administrator will make additional comments/documentation related to the two selected in-depth standards.

5. The evaluation will be based on evidence of meeting standard criteria. (See Certificated Evaluation forms in APPENDICES E - H.)
 Evidence may include:

> lesson plans	<input type="checkbox"/>	artifacts box
> student work examples	<input type="checkbox"/>	observations
> videos of class/computer disk	<input type="checkbox"/>	progress towards Criterion Reference Tests
> long-term plans	<input type="checkbox"/>	self study
> pre/post tests	<input type="checkbox"/>	professional training/implementation

6. A pre-evaluation conference will be conducted with each evaluatee prior to the evaluation deadline. The purpose of this conference is to provide the evaluatee with a draft copy of the administrator’s evaluation of the employee to date. The evaluatee will have the opportunity to provide additional evidence, adjustments, and modifications.

7. The final evaluation document will be reviewed and signed by each evaluatee no later than 30 calendar days before the last day of school. The bargaining unit member must sign the evaluation signifying only that the bargaining unit member has read the document, and has been provided the opportunity of attaching a written response which shall become a permanent attachment to the employee’s personnel file.

8. All Extra Curricular positions, including Department Chairs, on the Certificated Extra Duty Salary Schedule will be evaluated annually. All Extra Curricular positions will be evaluated according to the requirements of the job description, and attendance at meetings and school functions. See Extra Duty Evaluation forms in APPENDIX J.

9. A working file may be maintained by the site administrator. Employees may examine the working file at the site if it doesn't interfere with their normal teaching day. Negative or

derogatory material in a bargaining unit member's working file shall be destroyed upon request by the unit member after remaining in the file for a period of four (4) years.

10. A personnel file will be maintained at the District Office. Employees may examine the personnel file at the District Office if it does not interfere with their normal teaching day.
 - a. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine materials in that unit member's personnel file.
 - b. Access to personnel files shall be limited to members of the State, County and the District Administration on a need-to-know basis. Board of Education members may request the review of a unit member's file at an executive session for the entire (quorum) Board of Education. The contents of all personnel files shall be kept confidential.

Article XXI - Peer Assistance and Review Program (PAR)

1. Mandatory Participation:

Through peer Consulting Teachers, this component of the program shall provide intervention to permanent teachers who receive an “unsatisfactory” final evaluation in any one of the six Barstow-enhanced California Standards for the Teaching Profession as provided in the evaluation article of the district Agreement.

- (1) Engaging & Supporting All Students in Learning
- (2) Creating and Maintaining Effective Environments for Student Learning
- (3) Understanding and Organizing Subject Matter for Student Learning
- (4) Planning Instruction and Designing Learning Experiences for All Students
- (5) Assessing Student Learning
- (6) Developing as a Professional Educator

2. Other Participation:

- a. Teachers receiving “partially meets standards” in two or more of the six domains of the Barstow-enhanced California Standards for the Teaching Profession on their final evaluation in two consecutive evaluations, may be referred to the Peer Assistance and Review Joint Panel (hereafter referred to as “Joint Panel”) by the principal for intervention under this program.

The Joint Panel shall have the authority to accept or reject non-mandatory referrals by principals. Teachers so referred shall have an opportunity to appear before the Joint Panel prior to its determination regarding such a referral. Principal-referred teachers may choose not to participate in the PAR program. If a teacher accepts PAR assistance and approval, participation is mandatory.

- a. Permanent teachers who seek to improve their teaching performance may self-refer to the Joint Panel for intervention under this program.

The Joint Panel shall have the authority to accept or reject applications from Self-Referred teachers. Teachers so referred shall have an opportunity to appear before the Joint Panel prior to its determination. The Self-Referred Teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

3. Exclusions:

The Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and the Evaluation article of the contractual Agreement.

4. Participating Teachers:

The Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the parties collective bargaining agreement. There are three (3) categories of Participating Teachers.

The evaluation process for any participating teacher shall not be altered as a result of participating in the PAR Program except as negotiated by the parties.

- a. Mandated (Referred) Teacher Participants

Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in any domain of the Barstow enhanced California Standards for the Teaching Profession as provided in the evaluation article of the district agreement.

The Consulting Teacher shall provide assistance to the Referred Teacher until the Consulting Teacher concludes that the teaching performance of the Referred Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a recommendation to the Joint Panel. Recommendations will be made at least annually. The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation. The Referred Teacher shall have the right to submit a written response to the final report.

The Referred Participating Teacher shall have the right to present reasons in writing why their specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.

This article does not expand nor diminish the unit member's ability to grieve an evaluation pursuant to the negotiated contract between the parties.

- b. Self-Referred Teacher Participants

The purpose of voluntary participation in the PAR program is to assist permanent unit members who seek to improve their teaching performance. Self-referred teachers may request the Joint Panel to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Self-Referred Teacher Participant. The Self-Referred Teacher shall indicate area(s) he/she seeks assistance in his/her request. The Self-Referred Teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

All communication between the Consulting Teacher and a Self-Referred Teacher shall be confidential, and without the written consent of the Self-Referred Teacher, shall not be shared with others, including the site principal, the evaluator or the Joint Panel.

c. Principal-referred Non-mandated Teacher Participant:

The purpose of participation in the PAR program as a principal-referred non-mandated teacher participant is to assist permanent unit members who need to improve their teaching performance with a focus on preventing an “unsatisfactory” rating on future evaluations. It is understood that the purpose of such participation is to provide peer assistance and the communication between the Consulting Teacher and principal shall be open. Information shared by the Consulting Teacher may not be utilized in the performance evaluation by the principal. The principal and referred teacher shall jointly indicate area(s) in which he/she needs assistance.

Principal-referred teachers may choose not to participate in the PAR program. If a teacher accepts PAR assistance and approval, participation is mandatory. Information regarding the progress of the referred teacher on the set goals for improvement shall be shared with the principal and Joint Panel. No report is made to the Governing Board as a result of the Consulting Teacher’s work.

d. Beginning Teacher Participants

The purpose of participation in the assistance component of the PAR program is to support Beginning Teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning unit members this may be the Beginning Teacher Support and Assessment (BTSA) Program.

It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/Support Provider shall play no role in the evaluation of the teacher performance of a Beginning Teacher Participant. The evaluation of the Beginning Teacher is the sole responsibility of the site administrator.

The Beginning Teacher shall be defined as:

- (1) Fully credentialed 1st or 2nd year teachers (BTSA Participants)
- (2) Pre-Intern/Intern teachers
- (3) Teachers with Emergency Permits
- (4) Experienced teachers who are new to the District

Beginning Teachers shall be served on a priority basis determined by district needs. Funds received through the BTSA Program, i.e. training and release time, must be used to support fully credentialed first and second year teachers only; however, funds received through the PAR Program may be used to support all beginning teachers as listed above, i.e. stipends for BTSA providers, pre-intern/intern coaches, release time, and training.

5. Joint Panel Composition and Selection:

The PAR program is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by other certificated classroom teachers and administrators chosen to serve by the District, as follows: three administrators selected by the superintendent and four teachers selected by the Association, to include a representative from elementary, middle, and high school levels, and the president or designee. The chair alternates annually between a teacher and an administrator. A Panel year is defined as July 1 - June 30. A Panel Member's term shall be no more than three years. Panel Members must be off the panel for at least one year before being re-selected. For the first year, those selected shall be randomly appointed for two or three year terms.

6. Joint Panel Duties and Responsibilities:

The Joint Panel shall:

- > Administer the PAR Program.
- > Determine its own meeting schedule.
- > Establish operating rules and procedures
- > Participate in any training required to implement the program.
- > Select the District Consulting Teachers and outside Consulting Specialists by majority vote.
- > Use a consensus model for decision making.
- > Accept or reject non-mandatory referrals for intervention from principals and self-referred teachers.
- > Meet with Consulting Teachers periodically to approve staff development plans for participating teachers and receive reports.
- > Collaborate with other teacher support programs.
- > Oversee training of Consulting Teachers.
- > Generally meet within the panel's workday, however work outside of the regular workday shall be compensated at the rate negotiated by the parties to implement the program.
- > Develop a program budget subject to board approval.
- > Evaluate Consulting Teachers and their documentation.
- > Monitor the progress of Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the board of education.
- > Evaluate annually the impact of the District Peer Assistance and Review Program in order to improve the program including:
 - ▶ Number of unsatisfactory evaluation referrals

- ▶ Number of beginning teachers to receive assistance
 - ▶ Number of permanent self-referred participants
 - ▶ Number of principal-referred non-mandated participants
 - ▶ Training needs of Consulting Teachers
 - ▶ Training needs of the Joint Panel
 - ▶ Release time needed by Consulting Teachers, Joint Committee, and Participating Teacher(s)
 - ▶ Compensation for PAR participants as agreed upon in the collective bargaining agreement
 - ▶ Administrative costs
- > Refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.

All rules and procedures established by the Joint Panel shall be distributed to certificated employees of the District.

7. Panel Recommendations and Decision Making:

The Joint Panel uses a consensus model for decision making. Consensus is defined as five (5) or more affirmative votes.

To conduct an official meeting, at least five of the seven members of the Joint Panel must be present. No action or recommendations shall be voted upon unless at least two association panel members and two district panel members are present.

The Joint Panel shall not act on the Consulting Teachers reports before 10 workdays following receipt of the report to allow a Participating Teacher sufficient time to submit a written response. By written agreement of the Joint Panel and the Participating Teacher, time lines can be extended.

The Joint Panel shall make recommendations to the Governing Board of the District concerning Referred Teachers, including forwarding the names of the Referred Teachers to the Governing Board who after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a Referred Teacher's name to the Governing Board, the Joint Panel shall receive the assistance provided to the Referred Teacher and shall determine whether or not the Referred Teacher has been afforded "sustained" assistance.

8. Program Operations - Confidentiality:

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

- a. In response to subpoena or order of the court
- b. The final report may be used by the district in any employment action based upon instructional performance.

9. Duty to Indemnify:

The District shall hold harmless the members of the PAR panel and the consulting teacher for any liability arising out of their participation in this program.

10. Funding:

Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1X (1999, Villariagosa), BTSA or successor legislation.

11. District Consulting Teacher Selection

A District Consulting Teacher shall be a permanent certificated unit member who provides assistance to a participating teacher enrolled in the PAR program.

Consulting Teachers shall:

- > Possess a clear California teaching credential
- > Have successfully taught in the school district for three of the last five years spending at least 60% of a full time position providing classroom instruction to students.
- > Demonstrate exemplary teaching ability
- > Demonstrate talent in written and oral communications
- > Demonstrate leadership ability or potential within her/his profession
- > Demonstrate ability to work cooperatively and effectively with other professional staff members.
- > Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.
- > Be willing to commit to on-going consultant training.

Consulting Teachers shall be selected as follows:

- ▶ A notice/announcement of vacancy will be posted/distributed.
- ▶ Applicants shall submit application form or letter of application.
- ▶ Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one letter will be from an immediate supervisor, and one from a teacher.
- ▶ Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- ▶ Consulting Teachers shall be selected by a consensus vote of the Joint Panel after a minimum of two (2) representatives of the Joint Panel have conducted a classroom observation and interview with each of the finalists after the paper screening. At least one teacher and one administrator shall participate in the classroom observation.

12. Duties and Responsibilities of Consulting Teachers:

Consulting Teachers shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. The PAR Program strongly encourages a collaborative,

cooperative relationship between the Consulting Teacher, site administrator, and the Participating Teacher with respect to the process of peer assistance and review.

Consulting Teacher shall:

- > Meet with the Participating Teacher and site administrator/evaluator to discuss the PAR Program, establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan and a process for determining successful completion of the PAR program.
- > Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback.
- > Meet regularly for observations/discussions with each participating teacher.
- > Conduct model lessons, staff development, and seek appropriate resources as needed, including the use of academic experts.
- > Participate in meetings with other district Consulting Teachers.
- > Maintain a written log of contacts and specific support given to each Participating Teacher.
- > Document all observations, visitations and meetings.
- > Submit periodic written reports to the Joint Panel and discuss them with the Participating Teacher.
- > Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive or the teaching performance of the Permanent Teacher is unsatisfactory.
- > Submit the final report to the Referred Teacher to receive his or her signature to verify delivery and receipt.
- > Submit the final report to the Joint Panel within five (5) working days of delivery to the referred teacher.
- > Participate in an annual review of the program with the Joint Panel.

The Consulting Teacher shall have the right to present reasons in writing why their specific Participating Teacher should be reassigned to another Consulting Teacher and to have those reasons considered.

13. Reports and Meetings with the Joint Panel

The Consulting Teacher shall submit a written report to the Joint Panel on the progress of the Participating Teacher at least mid-year. The final report will be submitted to the Joint Panel at least 45 calendar days before the end of the Participating Teacher's school year.

The Consulting Teacher may provide at any time a written or oral report to the Joint Panel regarding the progress of the referred teacher in the Peer Assistance and Review Program.

The Participating Teacher may respond in writing to the Consulting Teacher's report.

All deliberations of the Joint Panel are confidential. The Joint Panel may request follow-up information.

14. Terms and Conditions (Consultant Teacher Pool):

Those who are selected by the PAR Panel as Consulting Teachers will:

Continue in current assignment until the PAR Panel determines the need for a Consulting Teacher. Identification by the Panel as a consulting teacher is not a guarantee of active assignment.

If assigned, work as a consulting teacher as determined by the panel until the Panel determines the service is no longer needed.

The Consulting Teacher term shall routinely be three (3) years in length with annual performance reviews. After a three (3) year term a Consulting Teacher must return to the classroom for one (1) year before a reappointment may be made. If the performance of the Consulting Teacher is found to be unsatisfactory at the annual performance review by the Joint Panel, they may remove the Consultant Teacher from this role at that time.

Terms shall be staggered to provide continuity and collegial support among Consulting Teachers. For the inaugural year, terms shall be one (1), two (2), or three (3) years.

After the first year of the PAR Program, a Consulting Teacher shall be eligible for one (1) three (3) year term, and then must serve in the classroom for at least one (1) year, before reapplying for the Consulting Teacher position.

Unexpired Terms - A replacement appointee shall serve the remainder of the former Consulting Teacher's unexpired term.

Consulting Teacher Release and Workload: The Consulting Teacher may serve Participating Teachers on full-time, half-time or built-in release time. The number of participants and available programs and funding shall determine consulting Teacher to Participating Teacher ratios.

Right of Return for Consulting Teachers on Release: Upon the completion of service as a Consulting Teacher, he/she shall be returned to the position that he/she held prior to becoming a Consulting Teacher. If that position no longer exists, he/she shall be provided a similar position at that site that he/she is credentialed to teach.

Extra Duty Pay: The Consulting Teacher shall be compensated at the rate negotiated by the parties for the PAR Program for approved activities outside their contractual workday.

Article XXII - Bargaining Unit Member's Responsibilities For Supervision Of Non-Certificated

Under the immediate direction of the site administrator, bargaining unit members shall plan, supervise and have input into the evaluation of the work of assigned classified or student personnel.

Article XXIII - Bargaining Unit Member Safety

1. The bargaining unit member has a responsibility to refer to the site administrator any student who exhibits belligerent behavior.

2. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Principals or immediate supervisors are required (per Education Code 49079) to provide disposition of their paperwork on the matter.
3. As per Education Code 49079, the District has a responsibility to notify teachers of a student who has engaged in a violent act.
4. As used in this Article "within the scope of this employment" shall include any voluntary activities (such as a field trip) provided that the proper procedures and permission were approved prior to the voluntary activity.
5. The District is required to provide periodic updates for safety training and dealing with actual or potential physically violent students.
6. Illegal Drug and Alcohol Use
 - a. The purpose of this article is to eliminate substance abuse and its effects in the work place. While unit members have certain rights to privacy, involvement with illegal drugs and alcohol can take its toll on job performance and employee safety. Unit members must be in a condition to perform their duties safely and efficiently, in the interest of students, fellow workers, and the public as well as themselves. The presence of illegal drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with this objective.
 - b. The District shall provide an Employee Assistance Program (EAP). Unit members who think they have an alcohol- or illegal drug-usage problem are urged to voluntarily seek confidential counseling through the EAP.
 - c. Unit members shall not be under the influence of or in possession of illegal drugs or alcohol while on District property, at work locations, or while on duty or at sponsored activities. Unit members shall not sell or provide illegal drugs or alcohol to any other employee or to any person while such employee is on duty or subject to being called to duty, nor have their ability to work impaired as a result of the use of illegal drugs or alcohol.
 - d. Any unit member reasonably believed to be using illegal drugs or alcohol may be required to submit to a urine, blood, breath and/or other designated medical or chemical tests for evidence of illegal drugs and/or alcohol use. The cost of the tests shall be paid by the District.
 - e. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of illegal drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform his/her job safety is reduced.
 - f. For example, any of the following, alone or in combination, may constitute reasonable suspicion:
 - (1) Slurred speech

- (2) Alcohol odor on breath
- (3) Unsteady walking and movement
- (4) An accident involving District property
- (5) Serious accident causing injury
- (6) Physical altercation
- (7) Verbal altercation
- (8) Unusual behavior
- (9) Possession of illegal drugs or alcohol
- (10) Information obtained from a reliable person with personal knowledge
- (11) Failure to pass field sobriety test.

Anonymous information shall not constitute the sole basis for reasonable suspicion.

Refusal to submit to the testing when reasonable suspicion exists shall constitute insubordination, which is cause for dismissal.

- g. A positive result from an illegal drug and/or alcohol analysis may result in a disciplinary action, up to and including dismissal.
- h. Depending upon the circumstances the District, in its sole discretion, may offer the unit member an opportunity to enter into a rehabilitation agreement prior to taking disciplinary action. Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random testing for up to one (1) year after completion of the program. Violation of the rehabilitation agreement shall be cause for disciplinary action, up to and including dismissal.

While receiving medical treatment for illegal drug or alcohol abuse, the unit member shall be eligible to apply for sick leave and long-term sick-leave benefits.

Article XXIV - Bargaining Unit Member Travel

- 1. The District shall pay the prevailing amount per mile for bargaining unit members who are daily assigned by the District to two (2) or more schools.
- 2. Bargaining unit members shall receive the prevailing amount per mile when using their personal vehicle, providing such use is for official school business and the unit member receives prior authorization from their immediate supervisor and no District car is available.

Article XXV - Physical Examinations

- 1. Examinations for tuberculosis shall be required every four (4) years at District expense.
- 2. The District may require any certificated employee to submit to a physical or mental examination at District expense. (Does not include pre-employment physical.)

Article XXVI - In-Service Education

The District reserves the right to administer all in-service education programs of the District.

Article XXVII - Compensation and Benefits

1. Unit members will be paid according to the attached salary schedules in Appendix A.
2. Unit members who qualify will continue to receive those benefits which are mandated by state law and set forth in Appendix B.
3. The District will provide for each full-time unit member the amount per year for payments of premiums listed in the benefit schedule Appendix C.
4. The District will permit early retirees to pay total premium rate for health benefits. Retired unit members in the Early Retirement Teacher Specialist Program shall be eligible to participate in the group medical and health program (excluding dental and vision) on the same basis as full-time unit members.
 - a. Retirement Programs
 - (1) Early Retirement Specialist – 200-hour work year
 - (2) Medical Benefit Retirement – 25-day work year
5. District will offer a 12-month pay option salary reserve to employees at the beginning of each school year.

BEA and BUSD agree to eliminate all salary bonuses except the one time signing bonus of \$500 for new Special Education teachers with full special education credential, and a \$500 bonus for 4th and 5th grade teachers whose P2ADA is 28. (MOU signed November 9, 2004.)

BEA and BUSD agree that certificated employees who work over 75% of a full-time position may receive a full benefit package of health and welfare benefits provided the employee is currently receiving such benefits. After this date, no certificated employee may receive benefits unless he/she is working full-time. This agreement will become null and void if, through negotiations between the parties, an agreement is reached that would conflict with this Memorandum of Understanding. (MOU signed June 28, 2006.)

Article XXVIII - Publication Provision

Within 45 days of ratification of the Agreement by both parties herein, the District shall provide copies for all bargaining unit members to be distributed by the Association.

Article XXIX - Working Conditions

1. The District agrees to provide bargaining unit members with typing and duplicating equipment to prepare instructional materials. The District shall provide suitable workrooms for unit members utilization when possible. The District shall endeavor to provide unit members with the following:
 - a. separate desk and file cabinet (does not apply to employees assigned to two or more sites);
 - b. suitable storage space;
 - c. adequate chalkboard space at each facility;
 - d. teacher editions of texts utilized in the courses taught;
 - e. at least one dictionary at each school site;
 - f. suitable space to store coats and other personal articles;
 - g. attendance books, and upon request, the unit member shall be provided paper, pencils, pen chalk, erasers, and other material necessary to their daily assignment.
2. The District shall provide adequate lunchroom and restroom facilities for staff use and when possible designate one room as the staff lounge. At some schools, the lunchroom and staff lounge may be used as both. Rules governing the use of the lounge shall be mutually agreed upon by the site administrator and staff.
3. Telephone facilities for unit members shall be provided for school related business and emergencies.
4. Adequate off-street parking facilities for unit members shall be provided.
5. Unit members shall be required to report unsafe conditions to their supervisors immediately.
6. District management will follow all Federal, State, and District regulations relative to IEPS participation and mainstreaming of special needs students. Any special equipment, resources, or care unique to the special needs student will be specified with identified personnel responsible for services, prior to inclusion in regular and special education classes.
7. Unit members who are nurses, speech therapists, band teachers and counselors shall be provided a “home base” that is quiet, well lit and has proper ventilation, heating and cooling. They shall also be provided with a secure file cabinet, storage space for materials and access to a telephone.

Article XXX - Temporary Bargaining Unit Members

1. Unit Members who are employed on temporary contract for a specific period of time, not to exceed one year, are subject to the following conditions:
 - a. Such unit member shall be entitled to all the benefits provided in this Agreement for the duration of the temporary contract.

- b. Such unit member shall be paid the same manner and in the same amount equivalent for this contract for the duration of the temporary contract.
- c. A temporary unit member shall be given consideration for a position for which he is credentialed, competent, and qualified.
- d. A temporary unit member will be credited with a full year's experience if he/she has been employed for seventy-five (75%) percent of the preceding school year.

Article XXXI - Disciplinary Procedures

- 1. The District shall have the right to warn, reprimand, discipline or suspend with or without pay for just cause. Just cause shall mean such cause as shall constitute sufficient reason to take an action to meet the needs of a given situation. The action must be appropriate and reasonable given the totality of the circumstances. The unit member must have fair notice and action shall in no way affront due process.
- 2. The District agrees to adhere to progressive discipline and remediation under normal circumstances. Progressive discipline shall include notification, verbal warning(s), written warning(s), written reprimand(s) and suspension, with or without pay. Nothing shall preclude the District from assessing any form of discipline provided that it is consistent with the definition of just cause as defined above.
- 3. A unit member shall be given notice and reasonable amount of time to respond in writing before derogatory information is placed in his/her personnel file. Submission of a written rebuttal shall not be deemed to be a waiver of the unit member's right to submit a complaint pursuant to applicable Board Policy.
- 4. Unit members may be suspended for cause for up to fifteen (15) days in any school year, with or without pay. Reasons for suspensions shall include, but not be limited to, insubordination, failure to perform assigned duties, unprofessional conduct, excessive absenteeism or tardiness or for causes set forth in Ed. Code 44932.
- 5. Suspensions without pay shall be deferred pending exhaustion of the administrative appeal as provided herein, except in circumstances where the District believes that the unit member's conduct may constitute a hazard or clearly involve obvious dishonesty or gross misconduct, in which case the discipline may be immediate with a written notice given following said action which will contain the statement of the nature and reason(s) for the disciplinary action.
- 6. The District shall give written notice to the unit member and the Association of the intent to suspend prior to the action being taken except as described in paragraph 5 above. The Notice shall include the intended action, a statement of charges, a statement of the particular facts upon which the charges are based, the effective date(s) of the intended action and a statement of the unit member's right to appeal the proposed suspension to the superintendent or his/her designee. The unit member will have ten days to appeal to the Superintendent or his/her designee.

7. Following the Superintendent's or his/her designee's receipt of the unit member's intent to appeal, a meeting will be held within five (5) days. Within five (5) days following the appeal meeting, the unit member and Association shall be given written notice of the Superintendent's or his/her designee's determination. If the appeal to the superintendent or his/her designee does not resolve within five (5) days of the receipt of the appeal, the unit member may request that the issue be sent to arbitration, pursuant to expeditious arbitration of the Grievance Procedure, Article X.
8. In the expeditious Arbitration, it is agreed that there shall be no court reporter, no transcript made of the proceedings, no post-hearing briefs and the arbitrator will be required to issue a brief summary of the findings of fact and award a decision within forty-eight (48) hours of the hearing.
9. It is understood that the unit member shall have the right to Association representation at all levels of the process. It is also understood that this procedure does not preclude the District from suspending/discharging unit members pursuant to the California Education Code.

Article XXXII - Support of Agreement

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

Article XXXIII - Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State Law.

Article XXXIV - Completion of Meet and Negotiation

1. During the term of this Agreement, except as provided in Sections 2 and 3 of this article, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
2. This Agreement shall be reopened for negotiations on the 2007-08 salary schedule, benefits under Article XXVII, 2007-08 calendar, and up to two (2) additional articles which may be selected by each party (maximum of four), provided that one party gives the other written notice of its intention to reopen negotiations no later than March 15, 2007.

3. This Agreement shall be reopened for negotiations on the 2008-09 salary schedule, benefits under Article XXVII, 2008-09 calendar, and up to two (2) additional articles which may be selected by each party (maximum of four), provided that one party gives the other written notice of its intention to reopen negotiations no later than March 15, 2008.
4. Except as provided in Sections 2 and 3 of this article, this Agreement shall remain in full force and effect without further amendments unless the parties mutually agree otherwise.